

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
TIME WARNER TELECOM OF WISCONSIN, L.P.**

WHEREAS, Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")¹ and Time Warner Telecom of Wisconsin, L.P. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

NOW THEREFORE the Parties agree as follows:

- I. Add a Negotiated Appendix UNE Combining, which is attached hereto and incorporated herein.
- II. Add "Schedule UNE Combinations (Wisconsin)," which is attached hereto and incorporated herein.
- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IV. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA decision*"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA decision* and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("*ISP Compensation Order*"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, except to the extent otherwise required under Section 3.3.2.2, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the

¹ Wisconsin Bell, Inc. is now doing business in Wisconsin as SBC Wisconsin.

interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement

V. This Amendment is effective only for the term of the Agreement.

VI. This Amendment shall be filed with and shall be subject to approval by the Commission.

VII. The Parties understand and agree that by entering into this Amendment, neither Party is waiving any rights it may have under the intervening law language of the underlying Agreement but instead, each Party reserves all of its rights in that regard.

This Amendment to Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Time Warner Telecom of Wisconsin, L.P.

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings, Inc., its general partner

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: *For/* President-Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____